

p. 18

Grantor: City of Newton  
1000 Commonwealth Avenue  
Newton Centre, MA 02459



2015 00106675  
Bk: 65672 Pg: 37 Doc: REST  
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Grantee: Newton Conservators, Incorporated  
P.O. Box 590011  
Newton Centre, MA 02459

Grantor's Title:  
Middlesex South Registry of Deeds  
Book 65672, Page 31

### WABAN HILL RESERVOIR CONSERVATION RESTRICTION

The City of Newton, acting by and through its Mayor, with a mailing address at 1000 Commonwealth Avenue, Newton Centre, Massachusetts 02459, being the sole owner, for its successors and assigns (hereinafter referred to as the "Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants to Newton Conservators Incorporated, having an address of P.O. Box 590011, Newton Centre, Massachusetts 02459 and its permitted successors and assigns (hereinafter referred to as the "Grantee"), with quitclaim covenants, for nominal consideration, in perpetuity and exclusively for open space, active and/or passive recreation purposes as permitted pursuant to Chapter 154 of the Acts of 2013, the following Conservation Restriction located on a parcel of land off of Manet Road in the City of Newton, Massachusetts constituting approximately 5.09 acres more fully described in Exhibit A attached hereto (the "Premises"). For Grantor's title see deed from the Commonwealth of Massachusetts recorded herewith as Instrument No. 106675, Book 65672, Page 31. This conveyance is made subject to the provisions of Chapter 154 of the Acts of 2013, a copy of which is attached hereto as Exhibit B.

#### I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws ("the Act") and otherwise by law. The purpose of this Conservation Restriction is to ensure that the Premises will (1) provide parkland in perpetuity

Along Manet Road and Wood Street, Newton, MA

designed and used for open space, active and/or passive recreation purposes or a combination thereof; (2) provide appropriate public access; and/or further park, conservation and open space uses consistent with Chapter 154 of the Acts of 2013, and (3) prevent any use of the Premises that will significantly impair or materially interfere with the conservation, open space, passive and/or active recreation values thereof.

## **II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, PERMITTED USES**

### **A. Prohibited Acts and Uses**

This Conservation Restriction will at all times be held, used and conveyed subject to the following restrictions, and the Grantor shall not perform or permit the following acts or uses on, above and below the Premises except as allowed under Permitted Uses, Reserved Rights and Exceptions, Section II (B):

1. Constructing, placing or allowing to remain any temporary building, landing strip, mobile home, asphalt or concrete pavement sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit line or other temporary or permanent structure or facility on, above or under the Premises;
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock, or other mineral resource or natural deposit or otherwise make topographical changes to the area;
3. Placing, filling, storing or dumping on the Premises of refuse, trash, vehicle parts or bodies, rubbish, debris, junk, snow, brush (or other landscaping debris), hazardous substances, oil, waste, or any other substances or materials whatsoever including the installation of underground storage tanks;
4. Use, parking or storage of vehicles including snowmobiles, motorcycles, mopeds, all-terrain vehicles, or other motor vehicles of any kind on the Premises except for vehicles required for public safety (i.e., fire, police, ambulance, park rangers or other officials in carrying out their lawful duties) and individual transportation vehicles (ITV) necessary for the mobility of persons with disabilities;
5. Subdivision or conveyance of a part or portion of the Premises alone, or a division or subdivision of the Premises (as compared to conveyance of the premises in its entirety which shall be permitted) and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
6. Activities detrimental to drainage, flood control, water conservation, erosion control, or soil conservation;

7. Cutting removing or otherwise destroying trees, grasses or other vegetation;
8. The storage or application of pesticides, herbicides, insecticides, fungicides or other chemicals, on or under the Premises, excluding customary chemicals used in the treatment and care of landscaping, arboriculture or insect control;
9. The installation and maintenance of groundwater extraction wells and associated equipment and pipelines and similar equipment for use in extracting groundwater and/or transporting said water for sale;
10. Tillage or sheltering of livestock on the Premises; and
11. Any other use of the Premises or activity thereon which would be inconsistent with the purposes of this Conservation Restriction or materially impair the significant open space or recreation interests of the Premises.

**B. Permitted Uses, Reserved Rights and Exceptions**

The Grantor reserves the right to conduct or permit activities and uses as contemplated by Chapter 154 of the Acts of 2013, including but not limited to the following activities and uses otherwise prohibited in Section II (A), but only if such activities and uses do not materially impair the values or purposes of this Conservation Restriction, further significant park, conservation, open space, active and/or passive recreation goals and are consistent with the special act referenced above:

1. Athletic or recreational uses or events that do not require alteration of the topography including cross-country skiing, biking, walking, jogging, wildlife observation and other health and fitness activities and public events such as wedding ceremonies, group gatherings, educational field trips, graduation ceremonies, picnics, and spectator attractions;
2. Removal of or addition of gravel, sand, soil, rocks and other natural or man-made materials and structures from or to the Premises to facilitate the construction, maintenance, repair and improvement of the land and structures, walking paths, parking areas, historic structures, landscaping, and all similar uses of the Premises permitted hereunder or authorized by Chapter 154 of the Acts of 2013, provided Grantor uses adequate erosion control measures and restores the Premises to a park-like condition;
3. Installation, replacement, maintenance or repair of underground utility systems to serve the Premises including a drainage system to maintain and/or adjust water levels, provided that excavated areas are restored;

4. Cutting, pruning, mowing, and removal of trees, shrubs, invasive species and other vegetation in accordance with established forestry practices or as necessary for maintenance, including the use of goats for such purposes;
5. The erection and maintenance of signs which identify the ownership of the Premises, list the rules and regulations regarding the use of the Premises, display descriptions and maps regarding the features of the Premises and areas of interest, and other like information for the education, safety and convenience of the public;
6. The control and management of nuisance animals, such as rodents and Canada Geese, and of invasive vegetation and non-native species all in accordance with best management practices appropriate for public park use and all applicable state and federal laws;
7. The construction, maintenance and repair of recreational facilities and structures accessory thereto such as comfort stations;
8. Conducting archaeological investigations and activities, including without limitation surveys, excavation and artifact retrieval, under the direction of a qualified organization or person, following submission of an archaeological field investigation plan and its approval by the State Archaeologist of the Massachusetts Historical Commission, and in accordance with Massachusetts Regulations 950 CMR 70.00;
9. Construction of new or reconstruction, maintenance and repair of existing pathways, parking areas, associated access ways, including but not limited to the use of asphalt, concrete, pavers or other hardscape materials, said hardscape materials not to exceed fifteen (15%) percent of the area of the Premises (except that granite block riprap covering the sides of the existing reservoir structure and any rubberized playground surfaces shall not be included in said 15% calculation) and underground utility systems to serve the Premises and only in relation to permitted purposes;
10. Placement and maintenance of trash barrels, receptacles, light poles, benches, fences or other furniture typically found in a public park;
11. Use of the existing structures and construction and use of additions, such as comfort stations picnic shelters, playgrounds, water features, and temporary structures necessary in connection with permitted uses such as tents or stages, or similar structures, except that the foregoing structures and additions (not including water features) together with the hardscape materials included in the calculation under paragraph 9, above, shall not exceed twenty (20%) percent of the area of the Premises;

12. The right to enter upon and use the Premises for park, conservation, open space, passive and/or active recreation purposes such as walking, hiking, jogging, use of playground equipment, wildlife observation and other similar activities or recreational uses by the general public;
13. The use of individual transportation vehicles (ITV) necessary for the mobility of persons with disabilities to enable persons with disabilities access the Premises, and the use of maintenance vehicles, public safety vehicles or vehicles related to permitted uses of the site;
14. The use, maintenance, repair or demolition of the existing gatehouse structure on the Premises; and
15. Any other activities that further the significant open space, active and/or passive recreation uses as contemplated by Chapter 154 of the Acts of 2013.

### **III. NOTICE PROVISIONS**

1. Grantor shall notify Grantee prior to the removal of natural materials for construction purposes under Section II (B) 2 and prior to the and prior to the construction of recreation areas, parking areas, walking paths and pathways, water features, the installation of underground utility systems and the removal of trees under Sections II (B) 2, 3, 7, 9 and 11.
2. Whenever notice to the Grantee is required under the foregoing provisions, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Notice required hereunder shall be in writing and either served personally or sent by certified mail, return receipt requested and postage prepaid.

### **IV. LEGAL REMEDIES OF THE GRANTEE**

#### **A. Legal and Injunctive Relief**

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee may have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. The Grantee shall attempt to resolve issues concerning violations through negotiations with the Grantor prior to resorting to legal means.

The Grantor covenants and agrees to reimburse the Grantee all reasonable costs and expenses (including reasonable counsel and survey fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by the Grantor, or determined by a court of competent jurisdiction, to have occurred.

**B. Non-Waiver**

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

**C. Disclaimer of Liability**

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts which are not caused by the Grantee or its agents. Without limiting the foregoing, to the extent permitted by law and subject to the limitations set forth in Chapter 258 of the Massachusetts General Laws, Grantor shall hold harmless, indemnify and defend Grantee and Grantee's members, directors, officers, employees, agents and contractors, and the heirs, personal representatives, successors and assigns of each of them, from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation reasonable attorneys' fees, arising from or in any way connected with the presence or release of hazardous material or substance of any kind at or from the Premises.

**D. Reimbursement of Costs of Enforcement**

All reasonable costs and expenses (including reasonable counsel and survey fees) incurred in enforcing this Conservation Restriction in the event of any violation thereof or in taking reasonable measures to prevent, remedy, abate or correct any violation thereof shall be reimbursed to the Grantee pursuant to the terms of an Escrow Agreement established between the Grantor and the Grantee and funded by the Grantor. The parties acknowledge and agree that Grantee shall be entitled to reimbursement of all costs and expenses consistent with this Paragraph IV. D. and that reimbursement shall not be limited to the funds contemplated in said Escrow Agreement.

**E. Acts Beyond the Grantor's Control**

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from

causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. The parties to this Conservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, that if it is desirable that the Premises be restored, the parties, at no expense to the Grantee will cooperate in attempting to restore the Premises if feasible.

## **V. ACCESS**

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises at reasonable times and in a reasonable manner, including access for the purpose of inspecting the Premises to determine compliance with or to enforce the terms of this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

This Conservation Restriction also reserves to the Grantor and grants to the general public and to the Grantee the right to enter upon and use the grounds of the Premises for park, conservation, open space, passive and/or active recreation purposes and activities as described hereinabove provided that such activities shall not involve the use of motorized vehicles (except for use of individual transportation vehicles (ITV) necessary for the mobility of persons with disabilities and maintenance vehicles, public safety vehicles and vehicles related to permitted uses of the site), shall not be detrimental to the purposes of or violate the terms of this Conservation Restriction, and shall not unreasonably interfere with Grantor's use and enjoyment of the Premises. The terms and conditions of public access, such as hours of access, shall be determined by Grantor.

## **VI. EXTINGUISHMENT**

### **A. Termination**

If circumstances arise in the future such as to render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law.

### **B. Grantor/Grantee Cooperation Regarding Public Action**

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee

shall join in appropriate proceedings and cooperate in recovering the full value of all direct and incidental damages resulting from such action. All expenses reasonably incurred by the Grantor and the Grantee shall be paid out to the Grantor and Grantee of any recovered proceeds. Grantor and Grantee shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of any grant, agreement and state law. Any funds so received as compensation shall be used for purposes consistent with the provisions of Chapter 154 of the Acts of 2013.

## **VII. ASSIGNABILITY**

### **A. Running of the Burden**

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

### **B. Execution of Instruments**

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns agrees to execute any such instruments upon request.

### **C. Running of the Benefit**

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

## **VIII. SUBSEQUENT TRANSFERS**

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

#### **IX. ESTOPPEL CERTIFICATES**

Upon request by the Grantor, the Grantee shall, within twenty (20) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

#### **X. NON MERGER**

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur.

#### **XI. AMENDMENT**

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the Massachusetts General Laws. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs, and shall comply with the provisions of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable, and with any gifts grants or funding requirements. Any amendment shall be recorded in the Middlesex South District Registry of Deeds.

#### **XII. EFFECTIVE DATE**

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts

General Laws have been obtained, and it has been timely recorded in the Middlesex South District Registry of Deeds.

### **XIII. NOTICES**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

**Grantee:**        Newton Conservators Incorporated  
                      P.O. Box 590011  
                      Newton Centre, MA 02459

**Grantor:**        Mayor  
                      City of Newton  
                      City Hall  
                      1000 Commonwealth Avenue  
                      Newton Centre, MA 02459

With a Copy to Grantor's Counsel:

City Solicitor  
 City of Newton  
 City Hall  
 1000 Commonwealth Avenue  
 Newton Centre, MA 02459

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

### **XIV. GENERAL PROVISIONS**

#### **A.        Controlling Law**

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

#### **B.        Liberal Construction**

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

**C. Severability**

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

**D. Entire Agreement**

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

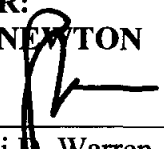
**XV. PRE-EXISTING PUBLIC RIGHTS**

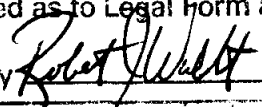
Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

IN WITNESS WHEREOF Grantor and Grantee have set their hands under seal on the dates set forth below, no Massachusetts deed excise stamps being affixed hereto since none are required.

**GRANTOR:**  
**CITY OF NEWTON**

6-3-2015  
Date

By:   
Setti M. Warren  
Its: Mayor

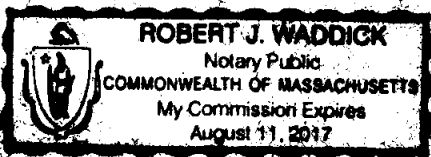
Approved as to Legal Form and Character	
Attorney <u></u>	Date _____

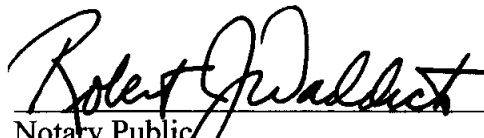
*Asst City Solicitor*

## COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 3rd day of June, 2015, before me, the undersigned notary public, personally appeared Setti D. Warren proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, in such capacity, for its stated purpose.

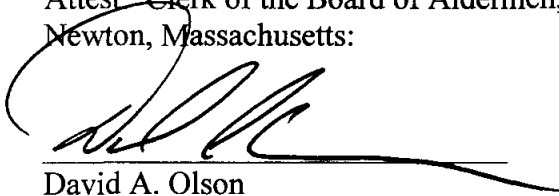


  
Notary Public  
My Commission Expires: 8/11/2017

**APPROVAL AND ACCEPTANCE BY BOARD OF ALDERMEN  
CITY OF NEWTON**

I the undersigned Clerk of the Board of Aldermen of the City of Newton, Massachusetts, hereby attest and certify that at a meeting duly held on May 15, 2015 the Board of Aldermen voted to approve the foregoing Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

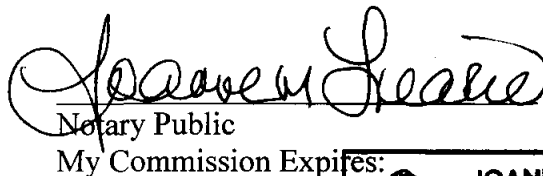
Attest: Clerk of the Board of Aldermen, City of  
Newton, Massachusetts:

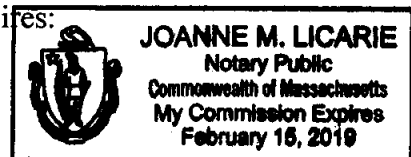
  
David A. Olson

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this 29th day of May, 2015, before me, the undersigned notary public, personally appeared David A. Olson, proved to me through satisfactory evidence of identification, which was PERSONALLY KNOWN TO ME to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, in such capacity, for its stated purpose.

  
Notary Public  
My Commission Expires:



**ACCEPTED BY GRANTEE:  
NEWTON CONSERVATORS, INCORPORATED**

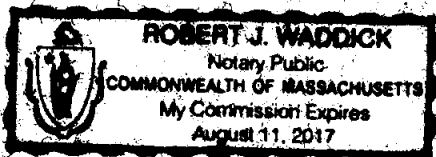
5-14-15  
Date

By: Beth Wilkinson  
Beth Wilkinson  
Its: President

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this 14<sup>th</sup> day of May, 2015, before me, the undersigned notary public, personally appeared Beth Wilkinson, proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, in such capacity, for its stated purpose.

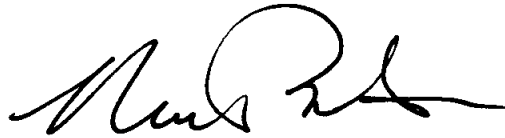


Robert J. Waddick  
Notary Public  
My Commission Expires: 8/11/2017

**APPROVAL BY SECRETARY, EXECUTIVE OFFICE OF ENERGY  
AND ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary, Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Deed of Conservation Restriction has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Date: 6/11/15



Secretary Executive Office of Energy  
and Environmental Affairs

**COMMONWEALTH OF MASSACHUSETTS**

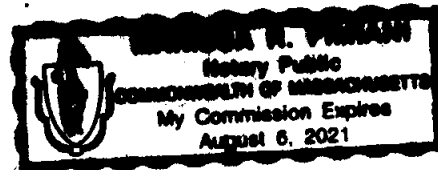
Suffolk County, ss:

On this 11 day of June, 2015, before me, the undersigned notary public, personally appeared Secretary Matthew Beaton, proved to me through satisfactory evidence of identification which was personally known to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he signed it voluntarily for its stated purpose as Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts.

Marissa Finnie

Notary Public

My Commission Expires: 08/06/2021



**EXHIBIT A**

**CONSERVATION RESTRICTION FROM  
CITY OF NEWTON TO NEWTON CONSERVATORS, INC.**

**Legal Description**

Beginning at the point at which the northwesterly line of Manet Road meets the northeasterly line of Ward Street, the said point being at the southwesterly end of the arc of a circle forty-one and eighty-four one-hundredths (41.84) feet in length and having a radius of twenty-eight (28) feet, forming the southwesterly extremity of said northwesterly line, and from said point of beginning running north  $71^{\circ} 23' 30''$  west by the northeasterly line of said Ward Street four hundred and two and seventy-one one-hundredths (402.71) feet;

- then northwesterly forty-six and thirteen one hundredths (46.13) feet by the arc of a circle having a radius of twenty-eight (28) feet and forming the southwesterly extremity of the southeasterly side of a private street adjoining the Premises on the west and north;
- then northerly two hundred ninety-three and forty-three one-hundredths (293.43) feet by a line curving to the left and having a radius of six hundred seventy-seven and ninety-six and one-hundredths (677.96) feet;
- then northeasterly forty-four and forty-four one-hundredths (44.44) feet by a line curving to the right and having a radius of forty (40) feet;
- then easterly two hundred eighty-seven and eighty-seven one-hundredths (287.87) feet by a line curving to the right and having a radius of three hundred fifty (350) feet;
- then south  $71^{\circ}$  east two hundred fifty-one and thirty-two one-hundredths (251.32) feet;
- then southeasterly twenty-four and sixty-one one-hundredths (24.61) feet by a line curving to the right, having a radius of fifteen (15) feet, the last six courses being by the line of a private street upon the westerly and northerly sides of the Premises;
- then running south  $23^{\circ}$  west by the northwesterly line of said Manet Road four hundred twenty-seven and forty-six one-hundredths (427.46) feet to the northeasterly end of the arc of a circle first herein mentioned, near the junction of Manet Road with Ward Street;
- then southwesterly by said arc forty-one and eighty-four one-hundredths (41.84) feet to the point of beginning.

Said parcel containing 5.09 acres and shown on a plan inscribed "Commonwealth of Massachusetts, Metropolitan Water Board, Plan of Waban Hill Reservoir lot, NEWTON, Mass." dated October 3, 1900, and recorded with the Middlesex South District Registry of Deeds, Book of Plans 126, Plan 36.

**EXHIBIT B**

**Chapter 154 of the Acts of 2013  
AN ACT AUTHORIZING THE COMMISSIONER OF CAPITAL ASSET MANAGEMENT AND  
MAINTENANCE TO CONVEY CERTAIN LAND TO THE CITY OF NEWTON.**

*Whereas*, The deferred operation of this act would tend to defeat its purpose, which is to forthwith provide for the conveyance of certain land from the commonwealth to the city of Newton, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:*

SECTION 1. Notwithstanding any general or special law to the contrary, the commissioner of capital asset management and maintenance may convey a certain parcel of state owned land in the city of Newton to the city of Newton; provided, however, that any deed conveying the parcel shall contain the restriction required pursuant to section 2. The parcel, known as the Waban Hill reservoir, and also known as the Manet road reservoir, is located on the east side of Manet road in the city of Newton and the exact boundaries of the parcel shall be established prior to such conveyance by a survey commissioned by the commissioner. The parcel is further described in a deed from the city of Newton to the Metropolitan Water Board dated October 20, 1900 and recorded in the Middlesex south district registry of deeds in book 2853, page 42. The consideration for the conveyance shall be the full and fair market value of the parcel as determined by the commissioner pursuant to an independent professional appraisal.

SECTION 2. The parcel described in section 1 shall be conveyed subject to a conservation restriction with the benefit of section 32 of chapter 184 of the General Laws limiting the use of the parcel to open space or active or passive recreation purposes. If at any time the property ceases to be used for the purposes described in this section, the commissioner of capital asset management and maintenance shall give written notice to the city of the unauthorized use. The city shall, upon receipt of the notice, have 30 days to respond and a reasonable time to establish an authorized use of the parcel. If an authorized use of the parcel is not thereafter established, the title to

the parcel, upon the recording of a notice thereof by the commissioner in the appropriate registry of deeds, shall revert to the commonwealth and any further disposition of the property shall be subject to Article XCVII of the amendments to the constitution and chapter 7C of the General Laws.

SECTION 3. The inspector general shall review and approve the appraisal conducted pursuant to section 1. The review shall include an examination of the methodology utilized for the appraisal. Within 30 days of receiving the appraisal, the inspector general shall prepare a report of such review and file the report with the commissioner of capital asset management and maintenance. Within 15 days of receiving the inspector general's report and not later than 15 days before the execution of any agreement or other document relating to the conveyance, the commissioner shall submit it to the house and senate committees on ways and means and the joint committee on bonding, capital expenditures and state assets.

SECTION 4. The city of Newton shall be responsible for all costs and expenses including, but not limited to, costs associated with any engineering, surveys, appraisals and deed preparation related to the transfers and conveyances authorized in this act as such costs may be determined by the commissioner of capital asset management and maintenance. Upon conveyance of the parcel, the city shall be solely responsible for all costs, liabilities and expenses of any nature and kind for the development, maintenance, use and operation of the parcel.

*Approved, November 25, 2013.*